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*Attorneys for Plaintiff EarthGrains Baking Companies, Inc.*

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH**

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EARTHGRAINS BAKING COMPANIES,  
INC.,

Plaintiff,

v.

SYCAMORE FAMILY BAKERY INC.

and

LELAND SYCAMORE,

Defendants.

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Case No. 2:09-CV-523

**FINAL JUDGMENT**

Honorable Dale A. Kimball

### **JUDGMENT**

Pursuant to the orders entered in this case and the verdict of the jury filed on April 13, 2012, all claims in this lawsuit having been resolved, tried, or stipulated, and this Court ENTERS JUDGMENT as follows:

1. Defendants have infringed the Grandma Sycamore Trademarks, including U.S. U.S. Reg. 2,104,907 and U.S. Reg. 2,218,616 under 15 U.S.C. § 1114;
2. Defendants have committed unfair competition under 15 U.S.C. § 1125(a);
3. Defendants have committed common law trademark infringement and unfair competition;
4. Defendants have breached their contractual obligations under the Trademark License Agreement;
5. Leland Sycamore has forfeited his rights under the Trademark License Agreement in California, Nevada and Arizona as of January 1, 2010.
6. Defendants intentionally infringed the Grandma Sycamore Trademarks, knowing it was an infringement;
7. On the trademark infringement claims, Plaintiff is awarded damages of \$412,000.00 against Leland Sycamore and \$0 against Sycamore Family Bakery, Inc.
8. On the unfair competition claims, Plaintiff is awarded damages of \$4,236,858.00 against Leland Sycamore and \$26,100 against Sycamore Family Bakery, Inc.
9. Defendants are permanently enjoined from:
  - (a) Using anywhere in the United States SYCAMORE FAMILY BAKERY or any other designation, trademark, service mark, or trade dress containing the component

SYCAMORE: (i) on product packaging; (ii) on written materials given to or seen by customers, such as promotional materials, business cards, letterhead, invoices or other ordering or shipping records; or (iii) in any other written or verbal manner that serves to identify the source of Defendants' products; and

(b) In any way suggesting to actual or prospective customers that Defendants' products derive from the same source as, or are otherwise related to, GRANDMA SYCAMORE'S HOME MAID BREAD. In particular, but without limitation, Defendants shall not promote any of their products as the "original granny bread," the "original Grandma Sycamore's," or any substantially equivalent phrase which suggests that Defendants' products originate from the same or original source of GRANDMA SYCAMORE'S HOME MAID BREAD.

10. Plaintiff is awarded pre-judgment interest on its damages awards, at the rate of 2.18% per annum, compounded annually from the filing of the Complaint on June 8, 2009 through the entry of this Judgment.

11. Plaintiff is awarded post-judgment interest on its damage awards, from the date of entry of this Judgment in accordance with 28 U.S.C. § 1961.

12. To the extent that the award above does not include those costs, EarthGrains is entitled to its costs against Defendants, subject to the approval of the amount of those costs, after submitting a bill of costs pursuant to Rule 54 of the Federal Rules of Civil Procedure.

13. Each of the previous Orders and decisions, entered by this Court in this case remain in effect.

DATED this 16<sup>th</sup> day of July, 2012.

A handwritten signature in black ink that reads "Dale A. Kimball". The signature is written in a cursive, slightly slanted style.

Honorable Dale A. Kimball  
U.S. District Court Judge